

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT,  
IN AND FOR ORANGE COUNTY, FLORIDA

AARON CARTER,

Plaintiff,

CASE NO. 06-CA-4293

vs.

LOUIS J. PEARLMAN, TRANS  
CONTINENTAL RECORDS, INC.  
And LOUIS J. PEARLMAN  
ENTERPRISES, INC.

Defendants.

**PLAINTIFF'S NOTICE OF REQUEST TO TAKE JUDICIAL NOTICE**

YOU ARE NOTIFIED that PLAINTIFF Aaron Carter, by and through his undersigned counsel, hereby requests this Court take judicial notice of:

1. The Order entered on July 5, 2006 by Hon. Dzintra Janavson, Judge of Superior Court of the State of California for the County of Los Angeles. This Order addresses the issue of *Plaintiff's Ex Parte Application for a Temporary Restraining Order and OSC Re: Preliminary Injunction to Enjoin Aaron Carter from Proceeding with Florida Action* in the matter of Trans Continental Records, Inc., A Florida Corporation v. Aaron Carter, BC 349317 Department 54. A copy of the Order will be furnished to the Court upon immediate receipt.

2. As referenced in the attached transcript of the July 5, 2006 hearing on the above mentioned issue (Exhibit B), Plaintiff's Ex Parte Application was DENIED, with the Court holding that:

"The forum clause makes it very clear it should really be in Florida." (at page 6)

and

"It says California law on that specific issue. But that doesn't say that that can't be decided by the Florida court which clearly has the forum delineated in there." (at page 8).

3. The attached Declaration of attorney Paul Sorrell (Exhibit C), who attended the hearing on July 5, 2006, provides further detail of the provisions of the Order.

**CERTIFICATE OF SERVICE**

I HEREBY certify that a true and correct copy hereof has been furnished by U.S. Mail this 6 day of July, 2006, to: Michael Gay, Esq. and Darren Chiappetta, Esq. at Foley and Lardner, LLP, 111 N. Orange Avenue, Suite 1800, Orlando, Florida 32801.



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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

DEPARTMENT 85

HON. DZINTRA JANAVS, JUDGE

TRANSCONTINENTAL RECORDS,  
PLAINTIFF,  
VS.  
AARON CARTER,  
DEFENDANT.

NO. BC 349 317

REPORTER'S TRANSCRIPT OF PROCEEDINGS

WEDNESDAY, JULY 5, 2006

APPEARANCES:

FOR THE PLAINTIFF:

FOLEY & LARDNER  
BY: ROBERT C. LEVENTHAL, ESQUIRE  
2029 CENTURY PARK EAST  
SUITE 3500  
LOS ANGELES, CALIFORNIA 90067  
(310) 975-7734

FOR THE DEFENDANT:

LAVELY & SINGER  
BY: PAUL W. SORRELL, ESQUIRE  
2049 CENTURY PARK EAST  
SUITE 2400  
LOS ANGELES, CALIFORNIA 90067  
(310) 558-3501

**COPY**

JEANIE CAMPBELL, CSR NO. 11859  
OFFICIAL REPORTER

1 ASE NUMBER: BC 349 317  
2 CASE NAME: TRANSCONTINENTAL VS. CARTER  
3 LOS ANGELES, CALIFORNIA WEDNESDAY, JULY 5, 2006  
4 DEPARTMENT 85 HON. DZINTRA JANAVS, JUDGE  
5 APPEARANCES: (AS HERETOFORE NOTED.)  
6 REPORTER: JEANIE CAMPBELL, CSR NO. 11859  
7 TIME: 10:00 A.M.  
8  
9

10 ---0---

11  
12 THE COURT: WE WILL TAKE NEXT NUMBER FOUR ON THE  
13 CALENDAR, TRANSCONTINENTAL RECORDS VERSUS \* CARTER.

14 MR. SORRELL: GOOD MORNING, YOUR HONOR,  
15 PAUL SORRELL, LAVELY & SINGER, FOR THE DEFENDANT.

16 MR. LEVENTHAL: GOOD MORNING, YOUR HONOR.  
17 ROBERT LEVENTHAL OF FOLEY & LARDNER FOR THE PLAINTIFF.

18 THE COURT: I'M TRYING TO REMEMBER IF ANYONE FROM  
19 FOLEY & LARDNER HAS CONTRIBUTED TO MY RE-ELECTION  
20 CAMPAIGN; IF SO, I WANT TO MAKE THAT DISCLOSURE. I THINK  
21 THERE MAY HAVE BEEN ONE PERSON WHO GAVE ONE HUNDRED  
22 DOLLARS, SO I'M MAKING THAT DISCLOSURE RIGHT NOW.

23 MR. SORRELL: WE'RE WAIVING IT, YOUR HONOR.

24 THE COURT: WELL, TECHNICALLY IT'S NOT A  
25 DISQUALIFYING FACTOR ANYWAY UNDER THE LAW, BUT I DO NEED  
26 TO MAKE THAT DISCLOSURE. I COULDN'T REMEMBER OFFHAND, AND  
27 I DIDN'T HAVE TIME TO CHECK ON THAT.

28 MR. SORRELL: THANK YOU, YOUR HONOR.

1 THE COURT: ALL RIGHT. THE COURT HAS REVIEWED THE  
2 PAPERS NOW THAT HAVE BEEN SUBMITTED PREVIOUSLY. OF  
3 COURSE, ONE THING THAT HAS CHANGED HERE THIS MORNING, AS  
4 YOU KNOW, COUNSEL SUBMITTED PAPERS INDICATING THAT AS FAR  
5 AS THE CORPORATE STATUS IS CONCERNED, THEY REMEDIED THAT,  
6 AND I FULLY EXPECTED TO GET ONE OF THESE THINGS BEFORE THE  
7 HEARING. THAT ALWAYS HAPPENS IF IT IS NOT RAISED TIMELY  
8 ENOUGH TO DO IT. SO I THINK THAT THE GROUNDS THAT WAS  
9 RAISED THAT THE CORPORATION IS NOT PROPERLY REGISTERED IN  
10 CALIFORNIA, THAT GROUNDS IS GONE.

11 MR. SORRELL: YOUR HONOR, THAT DID NOT REMEDY IT.  
12 I JUST WANTED TO MENTION THAT, AND I CAN SHOW YOU --

13 THE COURT: ALL RIGHT. TELL ME WHY IT DOES NOT  
14 REMEDY IT BECAUSE I THINK THERE WAS A REAL PROBLEM ON  
15 THAT.

16 MR. SORRELL: AND THERE STILL IS, YOUR HONOR.  
17 UNDER CORPORATIONS CODE SECTION 2203(C). (READING:)

18 "IT SAYS THAT A COMPANY  
19 CANNOT MAINTAIN AN ACTION IF THEY ARE  
20 NOT PROPERLY QUALIFIED UNTIL IT HAS  
21 COMPLIED WITH THE PROVISIONS THEREOF  
22 AND HAS PAID TO THE SECRETARY [I'M  
23 QUOTING NOW] AND HAS PAID TO THE  
24 SECRETARY OF STATE A PENALTY OF  
25 \$250.00 IN ADDITION TO THE FEES DUE  
26 FOR FILING THE STATEMENT AND  
27 DESIGNATION REQUIRED BY SECTION 2105  
28 AND HAS FILED WITH THE CLERK OF THE

1 COURT IN WHICH THE ACTION IS PENDING  
2 RECEIPTS SHOWING THE PAYMENT OF THE  
3 FEES AND PENALTY AND ALL FRANCHISE  
4 TAXES AND ANY OTHER TAXES ON BUSINESS  
5 OR PROPERTY IN THIS STATE THAT SHOULD  
6 HAVE BEEN PAID FOR THE PERIOD DURING  
7 WHICH IT TRANSACTED INTRASTATE  
8 BUSINESS."

9 END QUOTE. THAT IS SECTION 2203(C).

10 THE COURT: YOU ARE RIGHT. I HAVE NOT SEEN SUCH A  
11 FILING WITH THE COURT. THE ONLY THING THAT WAS FILED WAS  
12 WHAT I SAW, EXHIBIT "A" THAT SAYS THAT THE FEES HAVE BEEN  
13 PAID. IT DOESN'T SPECIFICALLY MENTION PENALTIES. IT SAYS  
14 ALL FEES DUE THIS OFFICE, AND I WOULD ASSUME THAT IS THE  
15 STANDARD THAT PROBABLY INCLUDES THAT. BUT YOU ARE RIGHT.  
16 THAT SECTION DOES REQUIRE THE FILING WITH THE COURT.

17 MR. LEVENTHAL: YOUR HONOR, A COUPLE OF POINTS.  
18 NUMBER ONE, THERE HAS NOT BEEN A SHOWING THAT ANY SUCH  
19 MONIES ARE OWED. THIS I BELIEVE IS A PLEA IN ABATEMENT  
20 WHERE THEY WOULD BEAR THE BURDEN OF PROOF OF SHOWING THAT  
21 MONIES ARE OWED AND THAT WE FAILED TO --

22 THE COURT: WELL, THEY DID RAISE THE FACT THAT YOU  
23 WEREN'T PROPERLY REGISTERED. WHEN I SAY "YOU," I MEAN  
24 YOUR CLIENT.

25 MR. LEVENTHAL: THAT'S CORRECT, YOUR HONOR, AND WE  
26 HAVE REMEDIED THAT.

27 THE COURT: THAT'S THE QUESTION. HAVE YOU REMEDIED  
28 IT? DOESN'T THE REMEDY 2203(C) REQUIRE NOT ONLY DOING

1 WHAT YOU DID HERE BUT ALSO FILING WITH THE COURT THE  
2 DOCUMENTATION?

3 MR. LEVENTHAL: IT SAYS RECEIPTS THAT MONIES WERE  
4 DUE. IF MONIES WERE DUE, WE WOULD BE REQUIRED TO FILE A  
5 RECEIPT. HOWEVER, THERE'S NO SHOWING THAT MONIES WERE  
6 DUE. FURTHERMORE, THIS SECTION ONLY APPLIES TO DISPUTES  
7 REGARDING INTRASTATE BUSINESS, AND THE FILING REQUIREMENT  
8 TO QUALIFY IS ONLY REQUIRED IF IT IS INTRASTATE BUSINESS.  
9 IF YOU LOOK AT THE STATUTE ITSELF AND IF YOU ALSO LOOK AT  
10 THE CERTIFICATION --

11 THE COURT: WELL, YOU ARE CLAIMING THAT THESE ARE  
12 INTRASTATE TRANSACTIONS. THAT IS PART OF YOUR ARGUMENT  
13 THAT THIS CALIFORNIA CONTRACT WAS INTENDED TO BE PERFORMED  
14 IN CALIFORNIA.

15 MR. LEVENTHAL: THERE'S PERFORMANCE OF THE CONTRACT  
16 IN CALIFORNIA IS CORRECT; BUT THAT DOESN'T MAKE IT AN  
17 INTRASTATE TRANSACTION AS OPPOSED TO AN INTERSTATE  
18 TRANSACTION. THE CASE LAW SAYS THERE'S A DIFFERENCE  
19 BETWEEN HAVING SUFFICIENT CONTACT TO GIVE THE CALIFORNIA  
20 COURT JURISDICTION AND HAVING AN INTRASTATE TRANSACTION.

21 SO HERE, WHAT WE HAVE IS A TRANSACTION THAT  
22 HAS CONNECTIONS IN FLORIDA AND ALSO IN CALIFORNIA. THERE  
23 WAS SOME PERFORMANCE DUE IN CALIFORNIA. THE PARTIES ARE  
24 RESIDENTS OF FLORIDA. THE CONTRACT, OTHER THAN THE  
25 APPROVAL, WHICH IS EXPRESSLY CARVED OUT THE APPROVAL FOR A  
26 MINOR CONTRACT WHICH CAN BE DONE IN ANOTHER STATE, DOES  
27 HAVE LINES IN IT SAYING FLORIDA LAW GOVERNS OTHER ISSUES.

28 SO WHAT WE HAVE HERE IS NOT A DISPUTE THAT

1 IS AN INTRASTATE DISPUTE INVOLVING ONLY CALIFORNIA; THE  
2 CONTRACT AND THE DISPUTE IS AN INTERSTATE DISPUTE.

3 THE COURT: YOU WANT YOUR CAKE AND EAT IT TOO,  
4 REALLY. BUT ANYWAY, LET ME TELL YOU WHERE I'M AT  
5 TENTATIVELY. MY TENTATIVE WAS TO DENY THE EX PARTE  
6 APPLICATION FOR TEMPORARY RESTRAINING ORDER ON ALL THE  
7 GROUNDS RAISED BY THE RESPONDENT. I THINK REALLY ALL OF  
8 THOSE GROUNDS ARE WELL TAKEN. TAKING THEM INDIVIDUALLY  
9 AND CERTAINLY IN COMBINATION, IT SEEMS TO ME THAT THIS IS  
10 A CASE THAT THIS COURT SHOULD NOT GRANT A TEMPORARY  
11 RESTRAINING ORDER ON.

12 OF COURSE, THE 2203(C) ISSUE I THINK IS  
13 STILL AN OPEN ISSUE. AS COUNSEL POINTS OUT, I DO THINK  
14 THAT THE WHOLE POINT OF FILING IT WITH THE COURT IS TO  
15 INFORM THE COURT THAT ACTUALLY PAYMENTS HAVE BEEN MADE,  
16 AND I THINK THIS BUSINESS OF WHO HAS THE BURDEN OF PROVING  
17 WHERE THERE ARE STILL PAYMENTS DUE OR NOT, I DON'T THINK  
18 THAT THE WAY THE STATUTE READS THAT BURDEN HAS SHIFTED. I  
19 THINK THAT STILL THE PARTIES WHO WANT TO BE BEFORE THE  
20 CALIFORNIA COURT, THEIR DUTY IS TO SHOW THAT COURT THAT  
21 THEY HAVE MADE THOSE PAYMENTS. SO THAT IS WHERE I'M AT  
22 TENTATIVELY, AND I'LL HEAR FROM THE PLAINTIFF ON ALL OF  
23 THE ISSUES.

24 MR. LEVENTHAL: THANK YOU, YOUR HONOR. I THINK  
25 REALLY THE KEY POINT HERE IS WE HAVE AN ORDER OF THE  
26 CALIFORNIA COURT AFFIRMING THIS CONTRACT AND SAYING THAT  
27 THE DEFENDANT CANNOT DISAFFIRM THE CONTRACT ON THE GROUNDS  
28 THAT HE WAS A MINOR WHEN IT WAS ENTERED INTO. I THINK IT

1 IS PRETTY MUCH UNDISPUTED THAT THIS IS AN ORDER THAT WAS  
2 ENTERED BY THE COURT, AND IT IS ALSO PRETTY MUCH  
3 UNDISPUTED THAT THE DEFENDANT HIMSELF ALONG WITH HIS  
4 GUARDIAN BOTH SIGNED DOCUMENTS CONSENTING TO THE COURT  
5 TAKING JURISDICTION AND ENTERING THAT ORDER.

6 ONCE YOU HAVE A VALID ORDER OF THE COURT ON  
7 THAT ISSUE I DON'T THINK IT IS APPROPRIATE FOR THE  
8 DEFENDANT TO TRY TO GO AROUND THAT ORDER AND BRING AN  
9 ACTION IN A FLORIDA COURT TELLING A FLORIDA COURT  
10 BASICALLY TO JUST DISREGARD A VALID CALIFORNIA ORDER.

11 THE COURT: THE FLORIDA COURT IS GOING TO BE ABLE,  
12 TO THE EXTENT IT FEELS APPROPRIATE AND IT IS CONVINCED  
13 THAT CALIFORNIA LAW SHOULD APPLY ON ANYTHING, IT WILL  
14 APPLY CALIFORNIA LAW, JUST LIKE WE APPLY OTHER STATES'  
15 LAWS ON CASES THAT ARE APPROPRIATELY HERE.

16 IT SEEMS TO ME THIS CONTRACT IS NOT QUITE AS  
17 CLEAR AS YOU WOULD SUGGEST IT IS IN TERMS OF WHERE IT  
18 SHOULD BE. THE FORUM CLAUSE MAKES IT VERY CLEAR IT SHOULD  
19 REALLY BE IN FLORIDA.

20 I DO THINK THERE'S SOME SIGNIFICANCE IN THE  
21 FACT THAT JUDGE BOBB REFUSED TO GRANT CERTAIN RELIEF AS  
22 FAR AS THE CONSERVATOR -- NOT CONSERVATOR -- GUARDIAN IS  
23 CONCERNED OR WHATEVER THE EXACT WORDING IS THERE. AND SO  
24 YOU HAVE A LOT OF ISSUES IN THIS CASE THAT HAVE BEEN  
25 RAISED, AND IT SEEMS TO ME THAT REALLY FOR ALL THE REASONS  
26 THAT COUNSEL HAS ARGUED IN THIS CASE, THE COURT SHOULD NOT  
27 INTERVENE.

28 MR. LEVENTHAL: JUDGE BOBB DID NOT SAY -- IT WAS A

1 VERY BRIEF ORDER, BUT IT BASICALLY SAID THAT THE CONTRACT  
2 IN QUESTION DIDN'T FALL WITHIN THE STATUTE, AND THAT WAS  
3 THE REASON WHY JUDGE BOBB STATED HE WAS DENYING RELIEF.  
4 IT WAS NOT ON THIS CONTRACT; IT WAS ON A DIFFERENT  
5 CONTRACT.

6 THE COURT: I UNDERSTAND THAT. I'M SURE SHE LOOKED  
7 AT IT VERY CAREFULLY, BUT IT INVOLVED THE SAME PARTIES, AS  
8 I UNDERSTOOD.

9 MR. LEVENTHAL: I BELIEVE THEY WERE SOME OF THE  
10 SAME PARTIES, POSSIBLY ALL THE SAME PARTIES, BUT IT WAS A  
11 DIFFERENT CONTRACT.

12 THE COURT: THE SAME FATHER, I GUESS, GUARDIAN,  
13 NATURAL GUARDIAN AND MR. PERLMAN, WAS IT?

14 MR. LEVENTHAL: MR. PERLMAN.

15 THE COURT: AND SO YOU HAVE THE SAME PARTIES IN  
16 THAT CASE TOO.

17 MR. LEVENTHAL: THAT WAS BECAUSE IT WAS A DIFFERENT  
18 TYPE OF CONTRACT, I BELIEVE, NOT BECAUSE THE JUDGE FOUND  
19 THAT THERE WAS ANY PROBLEM WITH THE GUARDIAN OR ANY  
20 PROBLEM WITH THE PROCESS OR ANYTHING LIKE THAT. THE ORDER  
21 ON ITS FACE SIMPLY SAYS, THE CONTRACT DOESN'T FALL WITHIN  
22 THE STATUTE, AND THAT'S WHY THE JUDGE CHOSE NOT TO APPROVE  
23 IT.

24 IN THIS CASE, WE HAVE A JUDGE THAT DID  
25 APPROVE IT. TO THE EXTENT THAT THE DEFENDANT WANTS TO ASK  
26 THAT ORDER BE CHANGED SOMEHOW, THEN I BELIEVE THEY SHOULD  
27 COME TO CALIFORNIA BECAUSE THEY AGREED TO CALIFORNIA --

28 THE COURT: WHY IS THERE THE FLORIDA FORUM CLAUSE?

1 MR. LEVENTHAL: THE FORUM CLAUSE IS FOR CONTRACT  
2 ISSUES. BUT THERE'S EXPRESS LANGUAGE THAT SAYS THAT  
3 EXCEPT THAT THE LAW AND THE JURISDICTION IN WHICH THIS  
4 AGREEMENT IS APPROVED PURSUANT TO PARAGRAPH 18 BELOW SHALL  
5 CONTROL THE INTERPRETATION OF THIS AGREEMENT AS TO  
6 ISSUES OF JUDICIAL APPROVAL OF THIS AGREEMENT.

7 THE COURT: THAT'S THE LAW THAT APPLIES. IT SAYS  
8 CALIFORNIA LAW ON THAT SPECIFIC ISSUE. BUT THAT DOESN'T  
9 SAY THAT THAT CAN'T BE DECIDED BY THE FLORIDA COURT WHICH  
10 CLEARLY HAS THE FORUM DELINEATED IN THERE.

11 MR. LEVENTHAL: THEY CONSENTED TO CALIFORNIA'S LAW  
12 AND CALIFORNIA COURTS BY THIS EXCEPT CLAUSE, AND THAT IS  
13 AN EXCEPTION TO THE FLORIDA CHOICE OF FORUM CLAUSE. IT IS  
14 SAYING EXCEPT FOR SITUATIONS IN WHICH A DIFFERENT STATE'S  
15 LAW IS USED FOR THE APPROVAL OF THE AGREEMENT.

16 SO WE BELIEVE THAT THAT IS CONSENT FOR THIS  
17 COURT HAVING JURISDICTION. WE ALSO BELIEVE THAT WHEN THEY  
18 CONSENTED TO THIS COURT APPROVING THE CONTRACT THAT THEY  
19 WERE OBVIOUSLY CONSENTING FOR FURTHER PROCEEDINGS TO  
20 ENFORCE THAT ORDER. I BELIEVE THAT WHEN THERE IS A  
21 VALID ORDER ISSUED BY A SPECIFIC COURT, THEN IT IS UP TO  
22 THAT COURT TO MAKE DECISIONS REGARDING THE VALIDITY AND  
23 SCOPE AND EFFECT OF ITS ORDER, AND THAT IS NOT APPROPRIATE  
24 TO HAVE A COURT IN FLORIDA DO THAT.

25 WE'RE NOT SEEKING TO HAVE THE REMAINING  
26 ISSUES IN THE CASE DEALT WITH BY A CALIFORNIA COURT. WE  
27 THINK THE ISSUE OF THE MEANING, EFFECT, AND VALIDITY OF  
28 ORDER THAT WAS ISSUED BY THE COURT IS SOMETHING THAT COMES

1        WITHIN THE COURT'S PRETTY MUCH EXCLUSIVE JURISDICTION, AND  
2        THAT IT IS APPROPRIATE FOR THIS COURT TO ADDRESS. TO HAVE  
3        SOME COLLATERAL ATTACK IN ANOTHER STATE WE THINK IS  
4        INAPPROPRIATE. WE THINK THEY CONSENTED TO CALIFORNIA BY  
5        CONSENTING TO THAT ORDER BEING ISSUED.

6                THE COURT: I THINK AS FAR AS CONSENT IS CONCERNED  
7        YOU PROBABLY HAVE THAT, BUT THE QUESTION IS SHOULD THIS  
8        COURT BE GRANTING A TEMPORARY RESTRAINING ORDER AND  
9        PRECLUDING THE OTHER ACTIONS FROM PROCEEDING.

10                YOU KNOW, YOU HAVE THE TECHNICAL, THE  
11        CONTACTS ARE PROBABLY SUFFICIENT IN TERMS OF JUST HAVING  
12        JURISDICTION, BUT I DON'T THINK -- THE COURT IS GOING TO  
13        DENY THE TEMPORARY RESTRAINING ORDER.

14                MR. LEVENTHAL: THANK YOU, YOUR HONOR.

15                THE COURT: NOTICE WAIVED?

16                MR. LEVENTHAL: YES, YOUR HONOR.

17                MR. SORRELL: YES, YOUR HONOR.

18  
19                        (THE PROCEEDINGS IN THE ABOVE-ENTITLED  
20                        MATTER WERE CONCLUDED AT 10:20 A.M.)  
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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

DEPARTMENT 85

HON. DZINTRA JANAVS, JUDGE

TRANSCONTINENTAL RECORDS,  
PLAINTIFF,  
VS.  
AARON CARTER,  
DEFENDANT.

NO. BC 349 317

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

REPORTER'S CERTIFICATE

I, JEANIE CAMPBELL, OFFICIAL REPORTER OF THE  
SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS  
ANGELES, DO HEREBY CERTIFY THAT THE FOREGOING PAGES 1 THROUGH  
9, INCLUSIVE, COMPRISE A FULL, TRUE, AND CORRECT TRANSCRIPT  
OF THE PROCEEDINGS TAKEN IN THE MATTER OF THE ABOVE-ENTITLED  
CAUSE ON WEDNESDAY, JULY 5, 2006.

DATED THIS 5TH DAY OF JULY, 2006.

*Jeanie Campbell*  
JEANIE CAMPBELL, CSR NO. 11859  
OFFICIAL REPORTER

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